



**THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK**

Date: August 19, 2015

Sponsored by Council Members: Motsavage, Rennia, Papastrat, Mihalko, Berg, Matzo, Webb

Introduced by Committee: Finance

**RESOLUTION**

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AGREEMENT WITH  
BROOME COUNTY FOR REIMBURSEMENT  
OF EXPENSES FOR THE SUMMER FUN  
YOUTH DEVELOPMENT PROGRAM IN AN  
AMOUNT NOT TO EXCEED \$11,000

WHEREAS, the Commissioner of Parks and Recreations has recommended the City enter into an agreement with Broome County for reimbursement of expenses for the Summer Fun Youth Development Program for in an amount not to exceed \$11,000.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with Broome County for reimbursement of expenses for the Summer Fun Youth Development Program in an amount not to exceed \$11,000.

Introductory No. R15-85

Permanent No. R15-85

Sponsored by City Council Members:  
Motsavage, Rennia, Papastrat, Mihalko, Berg, Matzo,  
Webb

A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH BROOME  
COUNTY FOR REIMBURSEMENT OF EXPENSES FOR  
THE SUMMER FUN YOUTH DEVELOPMENT  
PROGRAM IN AN AMOUNT NOT TO EXCEED \$11,000

The within Resolution was adopted by the Council of  
the City of Binghamton.

19 Aug 15

Date

City Clerk

8/20/15

Date Presented to Mayor

8/20/15

Date Approved

Michael J. Davis

Mayor

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Rennia				✓
Webb	✓			
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	6	0	0	1

☐ Code of the City of Binghamton

☒ Adopted ☐ Defeated

6 Ayes 0 Nays 0 Abstain 1 Absent

I hereby certify the above to be a true copy  
of the legislation adopted by the Council  
of the City of Binghamton at a meeting  
held on 19 Aug 15. Approved by the  
Mayor on 20 Aug 15.

# Office of the Broome County Executive

## *"The People's Office"*

Debra A. Preston, County Executive

June 23, 2015

City of Binghamton  
Corporation Counsel  
38 Hawley St.  
Binghamton, NY 13901

RE: Contract Renewal - Youth Bureau - Summer Fun  
CA 65-172

Dear Contractor:

By Permanent Resolution No. 229, duly adopted on 6/18/15, the Broome County Legislature has authorized the undersigned to forward to you this letter agreement for the purpose of renewing the previous agreement between the parties dated 2/12/15 for an additional one year term from the date upon which the previous agreement would have terminated. All terms and conditions of the above agreement shall remain in full force and effect, with the following exceptions:

- A. Said agreement shall be modified to provide for a substitution of the term 1/1/15-12/31/15, for the previous term.
- B. Said agreement shall be modified to substitute the attached contract insurance specifications for the previous set.
- C. Said agreement shall be modified to provide for a substitution of the sum \$11,000.00 for the previous sum of \$9,700.00.

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the **BROOME COUNTY ATTORNEY'S OFFICE**, Edwin L. Crawford County Office Building, Government Plaza, Binghamton, New York, 13901. An extra copy is enclosed for your records.

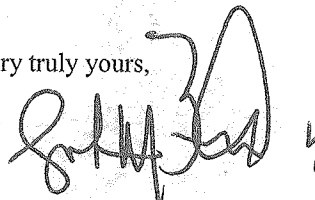
Enc.  
ACCEPTED:  
CITY OF BINGHAMTON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Very truly yours,



JOHN M. BERNARDO  
Deputy County Executive

Intro No. 29  
Date 6/18/15  
Reviewed by CS  
Co. Attorney  
Date 5/28/15

**RESOLUTION**  
**BROOME COUNTY LEGISLATURE**  
BINGHAMTON, NEW YORK

Permanent No. 2015-229  
Date Adopted 6/18/15  
Effective Date 6/22/15

**Sponsored by:** Health & Human Services and Finance Committees

**Seconded by:** Hon. Scott D. Baker

**RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF STATE AID FOR THE YOUTH BUREAU'S YOUTH DEVELOPMENT PROGRAM AND AUTHORIZING AGREEMENTS WITH VARIOUS VENDORS TO ADMINISTER SAID PROGRAMS FOR 2015**

WHEREAS, this County Legislature, by Resolution 248 of 2014, authorized and approved the Application for State Aid and accepted funding in the amount of \$184,133 for the Youth Bureau's Youth Development Program, and authorized agreements with various vendors to administer said programs for the period January 1, 2014 through December 31, 2014, and

WHEREAS, it is desired to renew said application and accept State Aid for the Youth Bureau's Youth Development Program in the amount of \$184,133 and renew the agreement with the various vendors as listed on Exhibit "A" to continue to administer said programs for the period January 1, 2015 through December 31, 2015, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the application and approves acceptance of \$184,133 from the New York State Office of Children and Family Services, North Building, Room 336, 52 Washington Street, Rensselaer, New York 12144 for the Youth Bureau's Youth Development Programs for the period January 1, 2015 through December 31, 2015, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes agreements with various vendors for the programs as listed on Exhibit "A" for the Youth Bureau's Youth Development Program for the period January 1, 2015 through December 31, 2015, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at the amounts as listed on Exhibit "A" for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 43010008.6004141 (Youth Services Program), and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME ) ss.:  
STATE OF NEW YORK )

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 18th day of June, 2015, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 19th day of June, 2015.

Date sent to County Executive June 19, 2015

Approved Robert Roster  
County Executive

Date 6/22, 2015

[Signature]  
Clerk, County Legislature  
County of Broome

# EXHIBIT "A"

Program name	Agency/Municipality	CA	2014		2015	
			State Aid Via Broome County			
Teen Transitional Living (TTLP)	Catholic Charities	65-116	\$5,700.00	\$	5,700.00	
Gateway Center for Youth	Catholic Charities	65-64	\$17,300.00	\$	10,000.00	
LIFE House Runaway Homeless Youth	Bershire Farms	65-159	\$7,307.00	\$	7,500.00	
OASIS Afterschool Program	Family & Childrens Society	65-114	\$7,000.00	\$	-	
Haven Afterschool Program	Haven Afterschool	65-170	\$10,000.00	\$	-	
Summer Fun	City of Binghamton Parks	65-172	\$9,700.00	\$	11,000.00	
Voices for Children - CASA	ACCORD	65-146	\$7,050.00	\$	9,000.00	
Compeer Youth Mentoring	Mental Health Association	65-167	\$8,850.00	\$	10,000.00	
Library Program - Vestal	Town of Vestal	65-173	\$1,750.00	\$	1,750.00	
Waterman Program - Vestal	Town of Vestal	65-173	\$2,209.00	\$	2,209.00	
Playground Program - Vestal	Town of Vestal	65-173	\$4,400.00	\$	4,400.00	
Summer in the Park	B&G or W. Broome	65-174	\$1,450.00	\$	1,450.00	
High School Equivalency Prep	Family Enrichment Network	65-175	\$7,000.00	\$	7,000.00	
Softball & Field Hockey - Colesville	Town of Colesville	65-176	\$1,200.00	\$	3,100.00	
Family Resource Center	Mothers & Babies	65-139	\$15,000.00	\$	16,710.00	
Port Dickenson Community Assoc.	Town of Dickenson	65-177	\$350.00	\$	1,000.00	
Youth Flag Rugby	YMCA	new	\$0.00	\$	5,000.00	
Vines Garden	Vines	new	\$0.00	\$	5,000.00	
Youth Pregnancy Prevention	Mothers & Babies	new	\$0.00	\$	5,000.00	
Village Pool	Village of Deposit	new	\$0.00	\$	500.00	
Finch Hollow Nature Center	Cornell Coop. Extension	new	\$0.00	\$	27,500.00	
Pathway Program	JC Schools	65-178	\$7,000.00	\$	7,000.00	
General Recreation	B C Parks, Rec. & Youth Service	na	\$45,867.00	\$	18,314.00	
Personnel Service Chargeback	B C Parks, Rec. & Youth Service	na	\$25,000.00	\$	25,000.00	
Total			\$184,133.00	\$	184,133.00	

State will reimburse 100% - No County Match  
Agencies Exhibit A YD 2015

## Risk Management & Insurance Specifications

Project Description or Contract Number	Youth Summer Fun Programs
Date Issued	6/18/2015
Vendor name ("Contractor")	City of Binghamton Parks & Recreation
County Department	Parks

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

### Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

## Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits
<b><u>Commercial General Liability (CGL) including:</u></b> <ul style="list-style-type: none"> <li>➤ Products &amp; completed operations shall not be excluded.</li> <li>➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.</li> <li>➤ <b><u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</u></b></li> </ul>	1,000,000 / 2,000,000 Per occurrence / minimum annual aggregate limit
<b><u>Workers' Compensation and Employer's Liability</u></b> <ul style="list-style-type: none"> <li><input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.</li> </ul>	Statutory amount / 100,000
<b><u>Disability Insurance</u></b> <ul style="list-style-type: none"> <li><input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.</li> </ul>	Statutory limits

2. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

3. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3

4. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155

5. The Additional Insured & Certificate Holder should read:

County Of Broome

**Attn:** Office of Risk & Insurance Management

PO Box 1766 Binghamton, NY 13902-1766



### **Part III     Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

### **Part IV     Safety**

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event that Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.